

*Briarcliff Manor UFSD
45 Ingham Road
Briarcliff Manor, NY 10510*

**REQUEST FOR BID
BUILDING CLEANING SERVICES
FOR BRIARCLIFF MANOR UFSD**

BIDS DUE June 10, 2020 @ 9:00 AM

Bid #20-21-006F

Pursuant to and in compliance with your advertisement for bids in The Journal News dated May 19, 2020 the undersigned, having become familiar with the local conditions affecting the cost of work, the specifications, including advertisement for bids, instruction to bidders, form of agreement, the detailed specifications, and having examined the site; hereby proposes to furnish all labor, materials, transportation, and equipment necessary or required for the performance and completion in a workmanlike manner of all work as per specifications in strict accordance with the contract document. Any variations in the specifications must be covered by your detailed description of the substitute offered, which may or may not be accepted. The Board of Education reserves the right to waive any informalities in any bid, to accept or reject any or all bids, or any parts of bids as may be in the best interest of the District. The Board is not responsible for misdirected or late bids; all bids must be submitted in sealed opaque envelopes, clearly marked, **Briarcliff UFSD Cleaning Bid Proposal #20-21-006F:**
DO NOT OPEN UNTIL 9:00 AM ON June 10, 2020

**Bids must be received in the Briarcliff Manor School District Business Office
by 9:00 AM on June 10, 2020
at which time they will be opened VIRTUALLY.**

Please submit your bid as indicated in the bid proposal packet and *initial every page*

Print Your Name _____ Title _____

Signature _____ Date _____

Company Name _____

Address _____

Telephone _____ Fax _____

Cell phone _____ E-mail address _____

Federal I.D. # _____

PROPOSAL – BUILDING CLEANING SERVICES
BRIARCLIFF MANOR UFSD

Annual cost as per the attached cleaning specifications, payable in twelve (12) equal monthly installments (in both words and numbers.) (\$_____)

I agree to provide 60 (SIXTY) man hours per day, including non-working supervision. Employees must INDIVIDUALLY swipe in and out using a **contractor provided electronic fingerprinting device, (see page 5).**

BUILDING	# of PEOPLE	# of HOURS / DAY	TIME
TODD	6	24 hours/day	5:00 PM – 9:00 PM
MS/HS	9	36 hours/day	5:00 PM – 9:00 PM

Minimum wage to be paid as set forth in New York State Prevailing Wage Rate scale, for Westchester County.

Current Wage Rate PRC # _____ Westchester County Dated _____

**CONTRACT PERIOD JULY 1, 2020 THROUGH JUNE 30, 2021
(with District option to extend for four (4) additional consecutive
twelve-month periods (July thru June) at CPI noted**

No Federal or State taxes are to be included. Tax exemption certificate will be issued upon request.

Please return all bids to: Mr. Anthony Cammarata, Assistant Superintendent for Finance and Operations
Briarcliff Manor Public Schools, Business Office
45 Ingham Road, Briarcliff Manor, New York 10510

BMUFSD CLEANING SERVICES BID WORK SHEET

TODD ELEMENTARY SCHOOL (approx. 60,000 sq. feet to be cleaned)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

	MONTHLY	12 MONTH	NOTES
TOTAL \$ OF FIVE (5) CLEANERS (Positions MUST BE fully-staffed each school day)			
ONE (1) NON WORKING SUPERVISOR (Position MUST BE fully-staffed each school day)			
Total cost for above labor and supervision			
Total of above 12-month Costs			
Taxes and Insurance			
Supplies (mops, rags, brooms, etc.)			
Equipment amortization			
Uniforms			
Other (including background checks)			
TOTAL ALL ABOVE COST			

BMUFSD CLEANING SERVICES BID WORK SHEET

BRIARCLIFF MANOR MS / HS (approx. 100,000 sq. feet to be cleaned)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY

	MONTHLY	12 MONTH	NOTES
TOTAL \$ OF EIGHT (8) CLEANERS (Positions MUST BE fully-staffed each school day)			
ONE (1) NON WORKING SUPERVISOR (Position MUST BE fully-staffed each school day)			
<u>Total cost for above labor and supervision</u>			
Total of above 12-month Costs			
Taxes and Insurance			
Supplies (mops, rags, brooms, etc.)			
Equipment amortization			
Uniforms			
Other (including background checks)			
TOTAL ALL ABOVE COST			

CONTRACT SPECIFICATIONS FOR CLEANING SERVICES

Section 1

TODD ELEMENTARY SCHOOL
45 INGHAM ROAD
BRIARCLIFF MANOR, NY 10510

BRIARCLIFF MS / HS
444 PLEASANTVILLE ROAD
BRIARCLIFF MANOR, NY 10510

CONTRACT PERIOD: FROM JULY 1, 2020 THRU JUNE 30, 2021 (with District option to extend for four (4) additional consecutive twelve-month periods)

Total square footage of buildings – approximately 160,000 square feet to be cleaned. It is the bidder's responsibility to review the actual square footage and requirements prior to bidding. No adjustments will be made after the bid is submitted.

Please contact the office of George Hula to arrange a tour of the buildings at (914) 364-6415

Contractor will furnish all labor, supervision, materials, supplies* and equipment required for performance of the services for the Briarcliff Manor Union Free School District (BMUFSD or District). The Contractor shall pay all payroll taxes, and other costs based on payroll including social security, unemployment insurance, disability benefits and workers' compensation. The Contractor's employees must all be bonded, have undergone a criminal background check through our designated BOCES office, (approximately \$100/person), and wear identification while working in the buildings. Additionally, the Contractor will provide the BMUFSD with the social security numbers, proof of background checks and clearance, and proof of OSHA training for each employee that will be working in the buildings. The District must be notified of any personnel changes and all required employee information must be forwarded immediately.

The Contractor will pay the appropriate wage and benefits as set forth in the NY STATE PREVAILING WAGE RATE SCALE / DEPARTMENT OF LABOR. The Contractor will adjust their rates accordingly, keeping current with the Department of Labor wage scales. It is the sole responsibility of the Contractor to adhere to this rate schedule found at: <https://wpp.labor.state.ny.us/wpp/viewPrevailingWageSchedule.do?typeid=2&county=93>

The Contractor will provide, at each campus, an electronic fingerprinting device that each cleaner and supervisor will utilize every day, twice a day, to verify their check in and check out time. A copy of the device's report must be submitted to the District with the invoice and certified payroll.

The Contractor will have a non-working supervisor on site at all times, on each campus, while cleaning is taking place. All supervisors MUST be bilingual (English and Spanish). All Federal, state and NYS Department of Labor signage, notifications and training will be provided by contractor for staff.

The Contractor will supply NYS Department of Labor required certified payroll with the monthly invoice. Invoices will not be processed and no payments will be made to Contractor without the certified payrolls and electronic time report for each employee.

The Contractor agrees to provide and train their staff of competent personnel for the performance of the services to be provided during the term of this agreement.

The BMUFSD will supply adequate and accessible space for the storage of the Contractor's cleaning and maintenance supplies and equipment. The BMUFSD shall provide supplies such as green cleaning solution, toilet tissue, paper towels, garbage bags, soap, wax, stripper, stripping pads, sealer and Terrazzo sealer. The Contractor will ensure that all soap, toilet paper and paper towel DISPENSERS are replenished throughout the buildings on a daily basis.

Contractor will be responsible to ensure that ALL classrooms and windows are locked at ALL times except for the individual room where the cleaner(s) is working. Lights must be turned off and doors locked as contractor leaves room. Keys will be distributed to the Contractor and signed out daily from a secured lock box. All keys will be signed back in after each shift.

The BMUFSD reserves the right to withhold payment from Contractor if Contractor fails to meet cleaning requirements and timelines. Amount withheld will be calculated as follows: # of District hours needed to meet timeline x \$75 / hour.

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During the school year, when school is in session, cleaners will be required to perform the following *DAILY* services in each building:

1. CLASSROOMS

- All chalk boards are erased and washed; erasers and chalk racks cleaned
- All trash baskets will be emptied; trash removed, cleaned if needed, and liner replaced
- All recycling bins (offices, classrooms, cafeterias and hallways) will be emptied and material will be brought to proper bins
- All desks and chairs will be washed, gum and graffiti removed
- Desks and chairs will be arranged neatly
- Window sills, teacher's desk and chair, tops of other horizontal surfaces will be dusted with a treated cloth
- Floors will be swept with industrially treated dust mops which are replaced weekly; damp mop hard surface floors to remove any spillage
- Carpets and area rugs will be vacuumed
- Walls, doors, door handles and light switches will be cleaned
- Blinds and shades will be pulled to present a uniform appearance from the outside of the building
- Remove cobwebs from all accessible areas
- All classrooms will be left in an orderly fashion

On a weekly basis:

- All wastebaskets will be washed. High dusting of light fixtures, sills and grills for air ducts
- Classroom door windows to be washed and cleaned
- Cafeteria floors buffed

2. CORRIDORS, STAIRWELLS AND CLASSROOMS

- Due to spillage, inclement weather or accidents, damp mop using safe detergent and rinse. Damp mopping must be done in stairwells and classrooms at least twice a week; spray buffing must be done on a as needed basis.
- ALL corridors must be mopped DAILY and spray buffed WEEKLY to maintain luster
- Wash interior of all exterior windows as needed
- Dust mopping of all floors with approved treated dusting mop
- Sweep all stairs and landings in stairwells
- Carpets to be vacuumed thoroughly and spots removed

3. LAVATORIES

- Empty all waste receptacles
- Empty sanitary napkin receptacles and wipe with disinfectant
- Refill dispensers for towels, toilet tissue and soap
- Walls and ceiling to be spot cleaned for dirt marks and graffiti
- Toilets and urinals will be scrubbed on all sides using disinfectant cleaners
- Toilet seats will be cleaned on all sides, rinsed with clean sponge or cloth and left upright
- Polish bright work to remove fingerprints and water spots
- All hardware will be cleaned and polished
- All floors will be washed with disinfectant cleaner, leaving the entire lavatory completely sanitized
- Mirrors and towel dispenser cabinets will be washed and cleaned
- All partitions will be damp wiped, washed and dried
- On a weekly basis, all drains will be treated with germicide – more often if necessary

4. OFFICE, SCIENCE ROOMS, TEACHER RESTROOMS

- Damp wipe all furniture to remove finger marks and smudges including desks, tables, and file cabinets.

During the school year, when school is NOT in session, (winter / spring recess, long weekends), the hours and the number of cleaners assigned to the district will remain the same. Contractor will perform task work as outlined by the Director and the Assistant Director of Facilities. This will include areas not normally maintained by the Contractor.

AS NEEDED

- Wash interior of all exterior windows as needed. All exterior windows washed at least once per year.
-

SUMMER VACATION PERIOD CLEANING PROGRAM
Summer work must be completed by the Friday of the third week of August

In addition to cleaning after camp, staff and faculty use each day:

1. CLASSROOMS

- All light fixtures, grills for air ducts and blinds will be washed and dried
- All walls and doors will be dusted and washed
- All built in cabinetry where accessible, will be dusted and cleaned
- All chalk boards and dry erase boards will be dusted and washed
- All students and teachers chairs and desks will be washed; gum and graffiti will be removed
- All tiled floors to be refinished as outlined under "Tile Floor Maintenance Procedures"
- School to be ready in all respects for re-opening by date noted above
- All windows and window sills to be washed and cleaned, interior and exterior
- Blinds and shades will be pulled to present a uniform appearance from the outside of the building

2. LAVATORIES

- Empty and clean all waste receptacles
- Refill dispensers for towels, toilet tissue and soap
- Walls and ceiling to be spot cleaned for dirt marks and graffiti
- Toilets and urinals will be scrubbed on all sides using disinfectant cleaners
- Toilet seats will be cleaned on all sides, rinsed with clean sponge or cloth and left upright
- All hardware will be cleaned and polished
- All floors will be washed with disinfectant cleaner, leaving the entire lavatory completely sanitized
- Mirrors will be washed and cleaned
- All partitions will be washed with disinfectant cleaner and dried
- On a weekly basis, all drains will be treated with germicide – more often if necessary

3. OFFICE, SCIENCE ROOMS, TEACHERS RESTROOMS

- Wash, dry and polish all furniture and equipment including all horizontal surfaces, doors and walls

4. FURNITURE AND CARPETS

- All fabric covered furniture to be thoroughly vacuumed each vacation period; spots to be removed
- All carpets to be thoroughly vacuumed and shampooed; spots to be removed

5. TILE FLOOR, TERRAZZO, CERAMIC TILE MAINTENANCE PROCEDURES

(Classrooms, hallways, bathrooms, and stairwells)

- Machine scrub entire floor with approved stripping solution. Hand scrub and clean corners and edges not accessible by machine
- Rinse entire floor with clean water three times to completely remove stripping solution and residue
- After drying thoroughly, on vinyl composition tile, two coats of approved sealer and two coats of finish are to be applied allowing sufficient drying time between coats and recommended by the product's manufacturers. Drying time between coats will be a minimum of 30 minutes
- All sanitary cove base is to be hand scrubbed, using approved methods and materials, to remove scuff marks, wax build-up and other stains. This work is to be done at time of floor stripping and refinishing
- In case of vinyl tiled floors, sealing coats are to be used
- Terrazzo floors must have two coats of terrazzo sealer put down

MANDATORY EQUIPMENT TO BE PROVIDED BY CONTRACTOR.

QUANTITY	EQUIPMENT
6 each	Upright vacuum
2 each	Back pack vacuum
2 each	Wet/Dry vacuum
2 each	Dual speed floor machine
2 each	High speed burnisher
2 each	Walk behind burnisher
2 each	Walk behind scrubber

EQUIPMENT MUST BE MAINTAINED AND IN GOOD WORKING ORDER AT ALL TIMES. IF NOT OPERATING CORRECTLY, IT WILL BE REPLACED WITH SUBSTITUTE EQUIPMENT BY THE NEXT WORK DAY.

ALL VACUUM CLEANERS USED AT THE BUFSD MUST MEET GREEN CLEANING HEPA STANDARDS AS PUT FORTH BY THE NYS OFFICE OF GENERAL SERVICES, GREEN CLEANING PRODUCT LIST OF APPROVED VACUUM CLEANERS

<https://greencleaning.ny.gov/Product/Default.aspx>

CONTRACTOR IS NOT PERMITTED TO USE DISTRICT-OWNED EQUIPMENT. IF DISTRICT-OWNED EQUIPMENT IS USED BY CONTRACTOR'S STAFF AND BROKEN, IT WILL BE REPLACED WITH NEW EQUIPEMENT WITHIN ONE WEEK, OR THE REPLACEMENT COST WILL BE DEDUCTED FROM THE NEXT INVOICE.

Section 2

- A. Bids must be received by the Briarcliff Manor Union Free School District, Business Office, by 9:00 AM on June 10, 2020, in an opaque envelope clearly marked:

**Briarcliff UFSD Cleaning Bid Proposal #20-21-006F:
DO NOT OPEN UNTIL 9:00 AM ON June 10, 2020**

- B. Proposals must include copies of all pages of the Conditions Form with each page initialed by the contractor.

Section 3

A. Proposal Procedure and Requirements

1. The date and time of the opening of bid proposals will be given in the Public Notice.
2. All bid proposals must be submitted on and in accordance with forms provided by the Board and included in this document. No sheet is to be removed from this document.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures (in words and numbers) clearly written in ink.
4. Except where specifically noted otherwise, all requested alternates will be bid. The Board of Education reserves the right to waive any informalities and accept proposals which are in the best interest of the District.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Contractor to the Contract(s). All required signatures shall be original handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required original signature. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed.
6. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
7. Prices and information required, except the signature of the Contractor, should be handwritten in ink or typed for legibility. Illegible or vague proposals may be rejected. All signatures must be original, written in ink. Facsimile or printed signatures are not acceptable.
8. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.

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9. Any bid submitted will be binding for a period of 45 days subsequent to the date of the bid opening. This period may be extended by mutual agreement.

10. All proposals received after the date and time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having his/her proposal deposited on time and at the place specified. **However, the Board of Education reserves the right, in its sole discretion, to waive any proposal or specification informalities relating to a specific proposal to reject any and all bids or parts of bid, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, as in the Board's judgment it deems to be in the best interest of the District.**

11. The submission of a proposal will be construed to mean the Contractor is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications.

12. All proposals must be sealed. They must be submitted in an opaque plain manila envelope. All bids must be addressed to the Briarcliff Manor UFSD Business Office. The bid envelope must be clearly marked,

**Briarcliff UFSD Cleaning Bid Proposal #20-21-006F
DO NOT OPEN UNTIL 9:00 AM ON JUNE 10, 2020**

Telephone, facsimile and electronic quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the District and will not be returned.

B. Performance

1. Failure to perform all or any part of this contract, or failure to perform satisfactorily may result in termination of this contract at the option of the District. However, nothing in this paragraph will be construed as limiting any obligation on the part of the bidder.

2. All cleaning, both nightly and periodically, shall be performed to the complete satisfaction of the Superintendent of Schools or designated representative (e.g., the Assistant Superintendent for Finance & Operations or the Director of Facilities, or the Assistant Director of Facilities).

3. The services described in this document are for the purpose of description rather than limitations.

4. There will be no smoking or other tobacco use in District buildings or on the grounds of the District.

C. Contractor's Certification

1. Under penalty of perjury the Contractor certifies that:

a) The proposal submitted herein has been arrived at by the Contractor independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids, and

b) The contents of the proposal have not been communicated by the Contractor, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Contractor or its surety on any bond furnished herewith, prior to the official opening of the proposal.

D. Interpretation of Documents

1. No interpretation of the meaning of the specifications or other Contract document will be made to any Contractor, orally, except at the mandatory meeting of contractors who wish to submit proposals.

E. Contract

1. Each proposal will be received with the understanding that its acceptance, in writing, by the District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract(s) between the successful Contractor and the District. The Contract(s) shall bind the successful Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal.

2. The placing in the mail of a notice of award to a successful Contractor, to the address given in the proposal, will be considered sufficient notice of acceptance of the Contract(s).

3. If the successful Contractor fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) or should the successful Contractor fail, or be delinquent in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, as determined by the Board of Education of the Briarcliff Manor Union Free School District, then the District shall have the right to declare the successful Contractor in default and in addition, to any other legal or equitable remedies available to it, the District, upon declaring the successful Contractor in default may upon written notice to the successful Contractor, take the following action:

a) Withhold any funds due the successful Contractor under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the District might have against the successful Contractor.

b) Commence providing the services contracted for with the successful Contractor, either directly or through another contractor. The successful Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in contracting with another party.

4. It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract(s) or its right, title, or interest herein, or its power to execute such Contract(s), or any part hereof to any person, company, or corporation, without the previous written consent of the District.

5. Upon notification to the successful bidder of the Board of Education's "notice of award" a Contract between the successful Contractor and the District shall occur without further notification, and shall include the

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specification and bid form, the BUFSO cleaning services bid worksheets, the contract specifications for cleaning services, the insurance agreement – contractors, the document entitled References/Experiences, the conflict of interest certification, the hold harmless agreement, the form for proposal for cleaning and the notice to bidders.

6. Each and every provision of law and clause required by law to be inserted herein and the Contract(s) shall be deemed to be inserted herein and the Contract(s) shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract(s) shall forthwith be physically amended to make such insertion.

7. The District reserves the right to cancel this contract upon thirty (30) days written notice to Contractor.

8. The District reserves the right to change the scope of work, (i.e. reduce hours, change square footage cleaned) upon thirty (30) days written notice to Contractor.

F. Guarantees by the Successful Bidder

1. The District may at any time by a written order, require the performance of extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.

2. All material services, workmanship, and credit history shall be subject to inspections, examination, and test by the District at the District's expense. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.

3. The successful Contractor warrants and guarantees:

a) That the Contractor is financially solvent and is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

b) That it shall procure and maintain Workers' Compensation Insurance, New York State Disability Insurance, and New York State Unemployment Insurance for all of its employees engaged in the performance of the proposed Contract(s). The Contractor shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in the Specifications section of this document. Certificates of Insurance will be submitted no later than 30 days prior to the commencement of the contract and each subsequent contract year, if applicable.

c) That it will comply with the Occupational Safety and Health Act (OSHA), the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the District. MSDS sheets will be promptly provided to all school locations where contractor-provided chemical products are used.

d) That it will comply with minimum wage standards, prevailing wage requirements and other requirements set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the District.

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e) i. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, gender, marital status or other discriminatory classification under state or federal law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

ii. That it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, national origin, disability, gender, or marital status.

f) That it will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. This is a basic Contractor qualification standard.

g) The successful Contractor will comply with any and all other applicable Federal, State and/or local laws, rules, and regulations as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.

h) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

G. Payments

1. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon Final Payment, if this be improperly delayed.

2. Payments of any claim shall not preclude the District from making claims for adjustment on any item found not to have been in accordance with general conditions and specifications.

3. The District may withhold from the Contractor so much of the payment due him/her as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

4. The District may withhold from the Contractor the final payment until such time as all keys and all communication devices issued to the Contractor have been returned to the District.

Payment for services rendered under the provisions of a Contract(s) awarded hereunder shall be made upon receipt of properly itemized invoices submitted to the District and audit of same. Such payments shall be made monthly on the basis of *services already rendered*. If the invoice is received by the tenth day of a given month, payment will be tendered within thirty (30) days of receipt of the invoice. With adjustments for agreed variations, the monthly payment will ordinarily approximate one-twelfth (1/12) of the yearly Contract(s) amount, with a total of twelve (12) payments per year. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revision that would affect the total yearly cost.

The BMUFSD reserves the right to withhold payment from Contractor if Contractor fails to meet cleaning requirements and timelines. Amount withheld will be calculated as follows:

of District hours needed to meet timeline x \$75 / hour

H. Option to Extend/Renew Contract

The District shall have the option of extending or renewing this contract for up to four (4) consecutive additional periods of twelve (12) months, each upon the same terms and conditions as are contained in the initial contract. The District, each year will consider, upon request, an inflationary increase not to exceed the Consumer Price Index for December from the New York, Northeastern New Jersey area based upon index for all urban consumers (C.P.I.-U), provided it has been satisfactorily established by the Contractor that there has been at least an equivalent increase in the amount of the cost of operation, during the period of the contract. Said options shall be deemed to have been exercised upon formal written notification to Contractor at least thirty (30) calendar days prior to the expiration of the contract. If the District exercises the option for the first additional twelve (12) month period, the contract as renewed shall be deemed to include the option provision for the second and third and fourth additional twelve (12) month periods. However, the total duration of this contract, including any option(s) under this clause, shall not exceed sixty (60) months.

I. Savings Clause

1. The successful contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract(s) shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the controls of the successful Bidder except for strikes or labor unrest, and which by exercise of reasonable diligence he/she is unable to prevent.

J. Personnel Matters

1) All Personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all State Education Department regulations, and applicable State and Federal law.

2) Additionally, the Contractor will provide the BMUFSD with the social security numbers, proof of background checks/clearance and proof of OSHA training for each employee that will be working in the buildings. The District must be immediately notified of any personnel changes and all required employee information must be forwarded without delay.

3) The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the District or the respective Superintendent of Schools shall have the right to remove any person. The District reserves the right, in the exercise of its sound discretion, to reject employees or to direct that they be replaced, without being limited to considerations of health and driving records.

4) To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District's Superintendent of Schools or designee prior to performing services.

K. Operating Matters

- 1) **District's Operating Policies:** The Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor.
- 2) **Emergency Closings:** The Contractor shall be available to consult with the respective Director of Facilities or the Assistant Director of Facilities or his designee, during times of inclement weather and the potential of closing school.
- 3) **Security:** The Contract and its employees shall exercise a high degree of care to prevent unauthorized removal of property and transfer of supplies. Contractor shall lock all interior doors, close all windows and turn out all lights as an area is completed. The Contractor assumes full responsibility for all keys assigned to personnel. No rooms shall be left unlocked or unattended at any time.

INSURANCE AGREEMENT – CONTRACTORS

I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation.

II. The policy naming the District as an additional insured shall:

Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.

Provide for 30 days notice of cancellation.

State that the organization's coverage shall be primary coverage for the District, its Board, employees, and volunteers.

The District shall be listed as an additional insured by using **endorsement CG 2026** or broader.

The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

III. The Contractor agrees to indemnify the district for any applicable deductibles.

IV. Required insurance:

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 general and products/completed operations aggregates.

The general aggregate shall apply on a per project basis.

Automobile Liability

\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned vehicles.

Workers' Compensation

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form (Form C-105.2), as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.

Owners Contractors Protective Insurance

(Required for construction projects in excess of \$200,000.)

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\$1,000,000 per occurrence/\$2,000,000 aggregate, with the district as the named insured.

Excess Insurance

Limits depending on the size of the project.

Bid, Performances, and Labor & Material Bonds

If required in the specifications, these bonds shall be provided by a New York State admitted surety company, in good standing.

V. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

VI. Contractor acknowledges that failure to obtain and maintain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available the District. The Contractor shall provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon any renewal of the contract for subsequent years.

VII. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

INSURANCE CERTIFICATION

Your insurance representative must complete the form below in order to be considered for the award of this bid and it is important that you complete the Bidder's Acknowledgment section of this form. Please note that a certificate of insurance must accompany your bid submission in order for your bid to be considered.

Insurance Representative's Acknowledgement:

We have reviewed the insurance requirements set forth in the bid and are capable of providing such insurance to our insured in accordance with such requirements in the event the contract is awarded to our insured and provided our insured pays the appropriate premium.

Insurance Representative: _____

Address: _____

Are you an agent for the companies providing the coverage?

Yes _____ No _____

Insurance Representative Signature

Date

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Bidder's Acknowledgement:

I acknowledge that I have received the insurance requirements of this bid and have considered the costs, if any, of procuring the required insurance and will be able to supply the insurance required in accordance with the bid, if it is awarded. I understand that a certificate of insurance must be submitted with my bid; and if it is not, the Briarcliff Manor UFSD may reject my bid and award to the next lowest bidder.

Firm Name _____

Address: _____

Bidder's Signature

Date

APPENDIX

References / Experience

Conflict of Interest Certification

Hold Harmless Agreement

Contractor's Proposal Form

Notice to Bidders

EXPERIENCE / REFERENCES

(current preferred, must be within last five years)

1.	<u>EXPERIENCE</u>	<u>Dates of Service</u>
	_____	_____
	_____	_____
	_____	_____
	_____	_____
	_____	_____

2. **REFERENCES****: Please list a minimum of five (5) references with name, employer, contact email address and phone number

	<u>Dates of Service</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Signature of Company Representative: _____ Date: _____

Use additional pages if necessary.

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CONFLICT OF INTEREST CERTIFICATION

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The Proposer above mentioned declares and certifies:

First _____ That the said Proposer is of lawful age and the only one interested in this proposal, and that no one other than said Proposer has any interest herein.

Second _____ That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

Third _____ That no member of the Board of Education of the Briarcliff Manor Union Free School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.

Fourth _____ That said Proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

Fifth _____ That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Sixth _____ The following non-collusive bidding certification applies to this proposal.

Subscribed and sworn to before me this _____ day of _____, 2020.

Person, Firm, or Corporation

Notary Public

Authorized Signature

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HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE BRIARCLIFF MANOR UNION FREE SCHOOL DISTRICT, THEIR BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT. HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

SIGNATURE _____ Date: _____

Sworn before me this _____ day of _____, 2020.

Notary Public: _____

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Non-Collusive Bidding Certification

By submission of this bid, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or bid hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

Signature

Title

Date

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4. COMPANY ORGANIZATION FORM

Please list the name(s) of company officers

Name

Title

Name

Title

Name

Title

Name

Title

Name

Title

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FORM FOR PROPOSAL FOR CLEANING

BUILDING	# of PEOPLE	# of HOURS / DAY	TIME
TODD	6	24 hours/day	5:00 PM – 9:00 PM
MS/HS	9	36 hours/day	5:00 PM – 9:00 PM

Pursuant to the advertisement published in the Journal News on May 19, 2020, requesting proposals for cleaning the Briarcliff UFSD for July 1, 2020 – June 30, 2021, I hereby propose to furnish the required services, in accordance with the conditions and directions as outlined in the attached specifications for the

TODD ELEMENTARY SCHOOL (approximately 60,000 square feet to be cleaned)

SUB TOTAL 12 month cost of: _____ dollars. (\$ _____) to be
 paid in 12 equal monthly installments of _____ dollars (\$ _____)

BRIARCLIFF MIDDLE / HIGH SCHOOL (approximately 100,000 square feet to be cleaned)

SUB TOTAL 12 month cost of: _____ dollars. (\$ _____) to be
 paid in 12 equal monthly installments of _____ dollars (\$ _____)

GRAND TOTAL FOR BRIARCLIFF MANOR UFSD (approximately 160,000 square feet to be cleaned)

TOTAL 12 month cost of: _____ dollars. (\$ _____) to be
 paid in 12 equal monthly installments of _____ dollars (\$ _____)

Total number of employees assigned to this contract: _____

Hourly rate for any additional work (i.e.: casual landscape work, part time cafeteria cleaning, etc.) \$ _____ / hour

Contractor: _____

Address: _____

Subscribed and Sworn by _____
 (Person, Firm, or Corporation)

On this _____ day of _____ 2020

 (Notary Public)

 (Authorized Signature)